

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.
ONE (1)3. EFFECTIVE DATE
3/13/2009

4. REQUISITION / PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

National Institutes of Health, DHHS
Office of Acquisitions, OLAO
6011 Executive Boulevard, Room 539-C
Rockville, Maryland 20892-7663Terita Stevenson, Contract Specialist
Office of Acquisitions, OLAO
6011 Executive Boulevard, Room 539-C
Rockville, Maryland 20892-7663 301-402-3727

8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X

NIHOD2009099

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers☐ is extended,☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS MODIFICATION IS TO POST THE REVISED PAST PERFORMANCE QUESTIONNAIRE WITH THE DUE DATE OF MARCH 24, 2009, AT 2:00 PM. THE DUE DATE FOR THE IFB IS MARCH 24, 2009 AT 2:00 P.M. EASTERN STANDARD TIME.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Terita Stevenson, Contract Specialist

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

**National Institutes of Health
CONTRACT PERFORMANCE
RFP CUSTOMER SURVEY QUESTIONNAIRE**

Please complete the following questionnaire and return via fax to 301-480-1203 or 301-480-1146 to the attention of Terita Stevenson or email this form to stevenst@od.nih.gov. Form must be returned by 03/24/09 at 2:00 pm ET directly from the evaluator.

Baseline Information

This survey pertains to the company:

Date of Survey:

Name of Person completing survey:

Your company/Agency:

Contract Number(s):

Your role in this contract:

| | | |
|--------------------------|---------------------|--------------------------|
| <input type="checkbox"/> | Contracting Officer | <input type="checkbox"/> |
| <input type="checkbox"/> | Contract Specialist | <input type="checkbox"/> |
| <input type="checkbox"/> | Project Officer | <input type="checkbox"/> |
| <input type="checkbox"/> | Other : _____ | <input type="checkbox"/> |

Contract Award Date:

Contract Expiration Date:

Contract Value including all option and option periods

Type of Contract:

Approximate percentage of work being performed (or completed)
by subcontractor(s): _____%

Subcontracting company names with Program Manager and phone numbers

General description of products/services required under the contract:

Rating Guidelines - Answers may be indicated with a ✓ or ✕.

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements. |
| Poor | Overall compliance requires significant Agency resources to ensure achievement of contract requirements. |
| Fair | Overall compliance requires minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or very minimal, quality problems, and the Contractor has met the contract requirements. |
| Excellent | There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government. |
| Outstanding | The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

| | | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---------------------------------------|---|---|---|---|---|-----|
| 1 | Compliance with contract requirements | | | | | | |
| 2 | Accuracy of Reports | | | | | | |
| 3 | Effectiveness of personnel | | | | | | |
| 4 | Technical excellence | | | | | | |

Cost Control

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, this level of ability to manage cost issues constitutes a significant impediment in consideration for future awards. |
| Poor | Ability to manage cost issues requires significant Agency resources to ensure achievement of contract requirements. |
| Fair | Ability to control cost issues requires minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or very minimal, cost management issues and the Contractor has met the contract requirements. |
| Excellent | There are no cost management issues and the Contractor has exceeded the contract requirements, achieving cost savings to the Government. |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where the contractor achieved cost savings and performance clearly exceeds the performance levels described as "Excellent". |

| | | 1 | 2 | 3 | 4 | 5 | N/A |
|---|--|---|---|---|---|---|-----|
| 1 | Record of forecasting and controlling target costs | | | | | | |
| 2 | Current accurate and complete billings | | | | | | |

| | | | | | | | |
|---|---|--|--|--|--|--|--|
| 3 | Relationship of negotiated costs to actuals | | | | | | |
| 4 | Cost efficiencies | | | | | | |

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|---|
| Unsatisfactory | Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards. |
| Poor | Delays require significant Agency resources to ensure achievement of contract requirements. |
| Fair | Delays require minor Agency resources to ensure achievement of contract requirements. |
| Good | There are no, or minimal, delays that impact achievement of contract requirements. |
| Excellent | There are no delays and the contractor has exceeded the agreed upon time schedule |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent". |

| | | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---|---|---|---|---|---|-----|
| 1 | Met interim milestones | | | | | | |
| 2 | Reliability | | | | | | |
| 3 | Responsive to technical direction | | | | | | |
| 4 | Completed on time including wrap-up and contract administration | | | | | | |
| 5 | Met delivery schedules | | | | | | |
| 6 | No liquidated damages assessed | | | | | | |

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

| | |
|----------------|--|
| Unsatisfactory | Response to inquiries and/or technical, service, administrative issues are not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards. |
| Poor | Response to inquiries and/or technical, service, administrative issues are marginally effective. |
| Good | Response to inquiries and/or technical, service, administrative issues are consistently effective. |
| Excellent | Response to inquiries and/or technical, service, administrative issues exceed Government expectation |
| Outstanding | The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent" |

| | | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---|---|---|---|---|---|-----|
| 1 | Effective management, including subcontracts | | | | | | |
| 2 | Reasonable/Cooperative behavior | | | | | | |
| 3 | Responsive to contract requirements | | | | | | |
| 4 | Notification of problems | | | | | | |
| 5 | Flexibility | | | | | | |
| 6 | Pro-active vs. reactive | | | | | | |
| 7 | Effective small/small disadvantaged business subcontracting program | | | | | | |

CUSTOMER SATISFACTION

| | <u>Yes</u> | <u>No</u> |
|---|-------------------|------------------|
| The contractor is committed to customer satisfaction. | | |
| Would you select this firm again? | | |

ADDITIONAL COMMENTS: